
State:	District of Columbia	Filing Company:	Atlantic Specialty Insurance Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
Product Name:	TRIA 2019 - Follow Form Excess Liability Coverage Form		
Project Name/Number:	/TRIA		

Filing at a Glance

Company:	Atlantic Specialty Insurance Company
Product Name:	TRIA 2019 - Follow Form Excess Liability Coverage Form
State:	District of Columbia
TOI:	17.0 Other Liability-Occ/Claims Made
Sub-TOI:	17.0020 Commercial Umbrella and Excess
Filing Type:	Form
Date Submitted:	11/14/2019
SERFF Tr Num:	BEAC-132155583
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	ASIC-FFEXCESS-FO-DC-2019-2
Effective Date	01/01/2020
Requested (New):	
Effective Date	01/01/2020
Requested (Renewal):	
Author(s):	Renata Wright
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

State: District of Columbia **Filing Company:** Atlantic Specialty Insurance Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: TRIA 2019 - Follow Form Excess Liability Coverage Form
Project Name/Number: /TRIA

General Information

Project Name: Status of Filing in Domicile:
Project Number: TRIA Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/14/2019
State Status Changed: Deemer Date:
Created By: Renata Wright Submitted By: Renata Wright
Corresponding Filing Tracking Number:

Filing Description:

On behalf of Atlantic Specialty Insurance Company (the Company), we are submitting this form filing in connection with our Follow Form Excess Liability Coverage Form - OB XS 101 01 16 on file with your Department.

The purpose of this filing is to provide the following endorsement in response to the Terrorism Risk Insurance Act (TRIA) on accounts where excess Directors and Officers Liability coverage is provided under the policy.

In response to the Terrorism Risk Insurance Act (TRIA) we are submitting OB XS TRIA 001 11 19 - Conditional Exclusion of Terrorism Endorsement (Relating to Disposition of Federal Terrorism Risk Insurance Act) which will be used when our Follow Form Excess Liability Coverage Form provides excess directors and officers liability coverage.

Please note that we are also submitting the policyholder notices we intend to use which are being filed for informational purposes only.

- PHN 065-A 04 17 – Policyholder Disclosure Notice of Terrorism Insurance Coverage
- PHN 066 04 17 – Policyholder Disclosure Notice of Terrorism Insurance Coverage
- PHN 067-A 04 17 – Policyholder Disclosure Notice of Terrorism Insurance Coverage
- PHN 069-A 06 17 – Policyholder Disclosure Notice of Terrorism Insurance Coverage
- PHN 070-A 12 18 – Policyholder Disclosure Notice of Terrorism Insurance Coverage

The Company reserves the right to reformat the forms included in this filing as needed for printing and system adjustments. The Company also reserves the right to use the forms included in this filing in a variety of media, such as the internet, with the understanding that there may be slight accommodations made for viewing or using the forms in such media. The Company will satisfy applicable legal requirements for font size and any other relevant formatting requirements if it makes any adjustment to the format of the forms included in this filing.

The Company intends to implement this filing effective January 1, 2020.

We trust you will find this submission acceptable, and as such look forward to your acknowledgement. Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

Renata Wright, Senior Filing and Compliance Specialist rawright@onebeacon.com

State:	District of Columbia	Filing Company:	Atlantic Specialty Insurance Company
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Product Name:	TRIA 2019 - Follow Form Excess Liability Coverage Form		
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199 Scott Swamp Road
Farmington, CT 06032

860-321-2595 [Phone]

Filing Company Information

Atlantic Specialty Insurance
Company
605 Highway 169 North
Suite 800
Plymouth, MN 55441
(800) 662-0156 ext. [Phone]

CoCode: 27154
Group Code: 4904
Group Name: Intact Financial Corp
FEIN Number: 13-3362309

State of Domicile: New York
Company Type:
State ID Number:

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: District of Columbia

Filing Company:

Atlantic Specialty Insurance Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

Product Name: TRIA 2019 - Follow Form Excess Liability Coverage Form

Project Name/Number: /TRIA

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Conditional Exclusion of Terrorism Endorsement (Relating to Disposition of Federal Terrorism Risk Insurance Act)	OB XS TRIA 001	11 19	END	New		0.000	OB XS TRIA 001 11 19 Conditional Exclusion of Terrorism (Relating to Disposition of TRIA).pdf
2		Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 065-A	04 17	DSC	New		0.000	PHN 065-A 04 17 Policyholder Notice for use with Quote.pdf
3		Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 066	04 17	DSC	New		0.000	PHN 066 04 17 Policyholder Notice TRIA Rejected.pdf
4		Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 067-A	04 17	DSC	New		0.000	PHN 067-A 04 17 POLICYholder Notice TRIA Accepted.pdf
5		Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 069-A	06 17	DSC	New		0.000	PHN 069-A 06 17 Policyholder Notice for use with Quote TRIA No Charge.pdf
6		Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 070-A	12 18	DSC	New		0.000	PHN 070-A 12 18 Policyholder Notice TRIA Accepted TRIA No Charge.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM ENDORSEMENT
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK
INSURANCE ACT)**

- (1) Any endorsement addressing acts of terrorism (however defined) in any **Underlying Insurance** does not apply to this Policy. The following provisions addressing acts of terrorism apply with respect to this Policy.
- (2) **This Endorsement shall become applicable on the date when any one or more of the following first occurs, provided that if the Inception Date stated in ITEM 2(a) of the Declarations begins after such date, then the provisions of this Endorsement shall be applicable as of such Inception Date:**
 - (a) the federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the directors and officers or management liability insurance provided by this Policy; or
 - (b) a renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available under the directors and officers or management liability insurance provided by this Policy and with revisions that:
 - (i) increase the Underwriter's statutory percentage deductible under the Program for terrorism losses (such deductible determines the amount of all certified terrorism losses the Underwriter must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses);
 - (ii) decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (iii) redefine terrorism or make insurance coverage for terrorism subject to terms or conditions that differ from those that apply to other types of claims under the directors and officers or management liability insurance provided by this Policy.
- (3) **If this Endorsement becomes applicable, the provisions set forth herein:**
 - (a) supersede those of any terrorism endorsement already attached to this Policy that address "certified acts of terrorism" or "other acts of terrorism", but only with respect to an act or incident of terrorism (however defined) that results in a claim first made on or after the date when the provisions of this Endorsement become applicable; and
 - (b) remain applicable unless the Underwriter notifies the Insured of changes in such provisions, in response to federal law.
- (4) **If this Endorsement does not become applicable, any terrorism endorsement already attached to this Policy that addresses "certified acts of terrorism" or "other acts of terrorism" will continue in effect unless the Underwriter notifies the Insured of changes to that endorsement in response to federal law.**
- (5) For purposes of this Endorsement, the term "**Terrorism**" means activities against persons, organizations or property of any nature:
 - (a) that involve the following or preparation for the following:
 - (i) use or threat of force or violence;
 - (ii) commission or threat of a dangerous act; or

- (iii) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
- (b) when one or both of the following applies:
 - (i) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (ii) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- (6) No coverage will be available under this Policy for any claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **Terrorism**, including but not limited to any act in hindering or defending against an actual or expected act or incident of **Terrorism**. It is understood and agreed that this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such claim. But this exclusion applies only when one or more the following are attributed to an act or incident of **Terrorism**:
 - (a) the **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
 - (b) radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material;
 - (c) the **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
 - (d) pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials;
 - (e) the total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Underwriter will include all insured damage sustained by property of all persons and entities by the **Terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
 - (f) fifty or more persons sustained death or serious physical injury. For the purpose of this provision, serious physical injury means:
 - (i) physical injury that involves a substantial risk of death;
 - (ii) protracted and obvious physical disfigurement; or
 - (iii) protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in paragraphs (6)(e) or (6)(f) are exceeded.

With respect to this exclusion, paragraphs (6)(e) and (6)(f) describe the threshold used to measure the magnitude of an act or incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that act or incident. When the exclusion applies to an act or incident of **Terrorism**, no coverage will be available under this Policy for any claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving such act or incident of **Terrorism**.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any claim that is otherwise excluded under this Policy.

All other terms, definitions, conditions, exclusions and limitations of this Policy shall remain unchanged.

Insured Name: _____

Policy/Quote Number: _____

Insured Address: _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is: \$ _____.

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An **exclusion** of terrorism losses, as defined by the Act, will then be made part of your policy.

<input type="checkbox"/>	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the act.
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Possibility of Additional or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of 2020 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the premium shown above may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. When disposition of the federal program is determined, we will recalculate the premium shown above and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Date

If you have any questions about this notice, please contact your agent.

Insured Name: _____

Policy Number: _____

Insured Address: _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

As we previously notified you, as required by the Terrorism Risk Insurance Act, as amended in 2015, you were offered the opportunity to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You rejected the offer of terrorism coverage you received as part of your policy quote and you have no coverage for losses resulting from an act of terrorism as defined in the Act. The premium required for your terrorism coverage would have been: \$ _____.

If you have any questions about this notice, please contact your agent.

Insured Name: _____

Policy Number: _____

Insured Address: _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your premium attributable to coverage for acts of terrorism is: \$ _____, and does not include any charges for the portion of losses covered by the United States Government under the Act.

You need to take no action with respect to this notice. You will receive a bill for your policy premium which will include the above amount required for your terrorism coverage.

If you have any questions about this notice, please contact your agent.

Possibility of Additional or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of 2020 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the premium shown above may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. When disposition of the federal program is determined, we will recalculate the premium shown above and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

Insured Name: _____

Policy/Quote Number: _____

Insured Address: _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

There is no premium charge for coverage for losses caused by acts of terrorism, as defined in the Act.

Since coverage for acts of terrorism, as defined in the Act, is being provided in your policy you do not need to take any action with respect to this notice.

If you have any questions about this notice, please contact your agent.

Possibility of Additional or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of 2020 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the premium shown above may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. When disposition of the federal program is determined, we will recalculate the premium shown above and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

Insured Name: _____

Policy Number: _____

Insured Address: _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no premium charge for coverage for losses caused by acts of terrorism, as defined in the Act.

Since coverage for acts of terrorism, as defined in the Act, is being provided in your policy you do not need to take any action with respect to this notice.

If you have any questions about this notice, please contact your agent.

Possibility of Additional or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of 2020 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the premium shown above may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. When disposition of the federal program is determined, we will recalculate the premium shown above and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

SERFF Tracking #:

BEAC-132155583

State Tracking #:

Company Tracking #:

ASIC-FFEXCESS-FO-DC-2019-2

State:

District of Columbia

Filing Company:

Atlantic Specialty Insurance Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

Product Name:

TRIA 2019 - Follow Form Excess Liability Coverage Form

Project Name/Number:

/TRIA

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	not applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	not applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	not applicable
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Expedited SERFF Filing Transmittal Form
Comments:	
Attachment(s):	TRIA - Expedited Transmittal signed.pdf
Item Status:	
Status Date:	

Satisfied - Item:	forms listing
Comments:	
Attachment(s):	District of Columbia FF Excess forms listing.pdf
Item Status:	
Status Date:	

**EXPEDITED SERFF FILING TRANSMITTAL DOCUMENT
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

Indicate Type of Filing
<input type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input checked="" type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

This abbreviated filing transmittal document should be used in conjunction with a SERFF filing only.

To be complete, a filing must include the following:

- A completed Expedited Filing Transmittal Document
- One copy of each endorsement, disclosure form and/or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf
- A copy of the rates, rating systems and supporting documentation, if applicable
- The appropriate filing fees, if applicable

The insurer(s) submitting this filing certifies that it:

- ☒ Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and/or the laws of this state
- ☒ Is in compliance with state's requirements with respect to terrorism coverage; and
- ☒ Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

Electronic Signature:

Lisa Vumback

Digitally signed by Lisa Vumback
DN: cn=Lisa Vumback, o=OneBeacon, ou=Legal
Department, email=lvumback@onebeaconpro.com, c=US
Date: 2015.03.03 08:46:31 -05'00'

Atlantic Specialty Insurance Company
Follow Form Excess Liability Coverage Form
Forms Listing - District of Columbia

Form Name	Form #/Edition Date
Policy and Declarations	
Follow Form Excess Liability Coverage Form	OB XS 101 01 16
Declarations	OB XS 100 01 16
Endorsements	
Quota Share Participation Insurance Endorsement	OB XS 201 01 16
Retroactive Date Added to Insuring Agreement	OB XS 202 01 16
Minimum Earned Premium	OB XS 203 01 16
Sublimited Coverage	OB XS 204 01 16
Following of Designated Underlying Coverage Parts or Insuring Agreements Only (with Recognition of Erosion)	OB XS 205 01 16
No Following of Designated Underlying Coverage Parts or Insuring Agreements (with Recognition of Erosion)	OB XS 206 01 16
Reliance on Application	OB XS 207 01 16
Subject to Followed Policy Only	OB XS 208 01 16
Difference in Conditions	OB XS 209 01 16
Difference in Conditions and Underlying Insurer Insolvency	OB XS 210 01 16
Failure to Pay Premium	OB XS 211 01 16
Follow Form of Underlying Insurance Endorsement	OB XS 212 01 16
Policy Extension Endorsement	OB XS 213 10 16
Additional Insured - Designated Organization	OB XS 214 01 16
Extended Reporting Period Options	OB XS 215 01 16
Tie-In Limits (Recognition of Erosion)	OB XS 216 01 16
No Following of Designated Underlying Coverage Parts or Insuring Agreements (No Recognition of Erosion)	OB XS 217 01 16
Cap on Losses from Certified Acts of Terrorism	OB XS 218 01 16
Amended Insuring Agreement - Followed Policy Only Amended Cooperation Condition - Severability	OB XS 220 04 16
Recognize Payment from Another Party including a DIC Insurer	OB XS 221 09 16
Recognize Payment from Another Party	OB XS 221B 09 18
Election of Extended Reporting Period	OB XS 222 11 16
Run-Off Coverage Endorsement	OB XS 223 11 16
Amend Section IV.B. - Changes in Writing	OB XS 224 12 16
Separate D & O, EPL and Fiduciary Limits of Liability Endorsement	OB XS 225 01 17
Cancellation Endorsement	OB XS 226 02 17
Delete Endorsement	OB XS 227 05 17
Amend Item 1 of the Declarations Endorsement	OB XS 228 09 17
Amend Item 4 of the Declarations Endorsement	OB XS 229 09 17
Amend Insuring Agreement - Subject to Follow Policy Only, Recognize Payments from Another Party Amend Cooperation - Severability	OB XS 230 12 18
Coverage Solely for Non-Indemnifiable Loss of Independent Directors (Recognition of Erosion) Amend Definition of Insured to Independent Directors	OB XS 231 03 18
Amend Insuring Agreement - Loss (as defined in the Followed Policy)	OB XS 232 05 18
Coverage Territory (U.S. and Canada)	OB XS 233 07 18
Underlying Insurer Insolvency	OB XS 234 09 18

Prior Acts Exclusion	OB XS 300 01 16
Prior Knowledge Exclusion	OB XS 301 01 16
Prior or Pending Demands or Litigation Exclusion	OB XS 302 01 16
Specific Claim or Matter Exclusion	OB XS 303 01 16
Specific Person or Organization Exclusion	OB XS 304 01 16
Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States	OB XS 305 01 16
Policyholder Disclosure Notice of Terrorism Insurance Coverage	OB XS NOT001 01 16
Conditional Exclusion of Terrorism Endorsement (Relating to Disposition of Federal Terrorism Risk Insurance Act)	OB XS TRIA 001 11 19
Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 065-A 04 17
Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 066 04 17
Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 067-A 04 17
Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 069-A 06 17
Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 070-A 12 18
Prior Notice Exclusion	OB XS 306 10 16
Prior Notice Exclusion (Notice Given and Accepted)	OB XS 307 10 16
Prior or Pending Demands or Litigation Exclusion - Split Prior or Pending Dates by Designated Insuring Agreements / Coverages	OB XS 308 06 17
Amended Prior or Pending Litigation Exclusion - Different Date than Followed Policy	OB XS 309 12 17
Amended Prior or Pending Litigation Exclusion - Different Dates than Followed Policy - Split Dates by Designated Insuring Agreements/Coverages	OB XS 310 12 17
Prior or Pending Demands or Litigation Exclusion - Split Prior or Pending Dates for Increased Limits	OB XS 311 03 18
Follow Form Excess Crime or Bond Coverage	OB XS 400 10 18
State Specifics	
District of Columbia Amendatory Endorsement	OB XS 001 DC 01 16